



# CelloSoftware

## Terms and Conditions

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**Online Leave Management and Staff Development System**  
Effective 2026

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## The contract

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The terms of the licence are fully described in the “Service Definition” Document. The Contract - Service Level Agreement (SLA) identifies the support services to be provided by Cello Software Ltd. (The Company) and the expectations and obligations of the.... XXXX... (The Client). The online Software as a Service (SaaS) refers to the product Online Leave Management System tracker2, that the Client has purchased the use of. The System Administrator is the person employed by and nominated by the Client who has sufficient skills to manage the day-to-day running of the software.

All Intellectual Property Rights in the software (tracker2) and the Services offered belong to The Company. We grant a non-exclusive licence during the Subscription Period to The Client and its authorised users for the use of the software and the Services for the intended purpose by populating the database and accessing its content. The Client is prohibited from copying, amending, and/or modifying any part or all of the Software. Access to the raw data is strictly prohibited.

The Client owns the data, However Cello Software own the design and the format in which the data is presented to the user.

The Company will be working to the standards outlined in the latest framework of G-Cloud, Digital Marketplace, Cloud software.

<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/904623321936463>

The Terms and Conditions should be read in conjunction with the following documents:

- **Service Definition Document**
- **Pricing Document**

## Support services

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Support Services shall be provided only to the Client's System Administrator. The Company will provide support and advice through the following channels:

1. By email/telephone during normal working hours  
9.00 – 17.00 Monday-Friday excluding public holidays
2. On-line support
3. On-site visits  
These visits will only be made in the event that the problem cannot be resolved by any other method. On Site visits will be chargeable at the standard day rate

### USE OF THE SUPPORT SERVICES

All Support Services cover the developed software only. However, we will accept calls when the root cause is not known and we will endeavour to help in any situation, although no guarantees can be given for problems arising outside the scope of this Service Level Agreement. If we feel that the service is being abused, we reserve the right to terminate a logged session of support after informing the Client's Systems Administrator.

### RESPONSE

Contact by the Client should be by email to [support@cellosoftware.co.uk](mailto:support@cellosoftware.co.uk). Requests for support by the Client will be classified in the following categories:

- |   |                         |                                                     |
|---|-------------------------|-----------------------------------------------------|
| A | Urgent (Red)            | e.g. if the server is down;                         |
| B | High Priority (Amber)   | e.g. non-server software errors;                    |
| C | Medium Priority (Green) | e.g. problems that can wait up to 5 days to resolve |
| D | Low Priority (Black)    | e.g. requests for new functionality and upgrades.   |

The Company will make all reasonable endeavours to respond as follows:

- i. an acknowledgement of receipt of the message within 1 working hour;
- ii. an initial response within 24 hours;
- iii. a detailed response within 48 hours from the initial response including an estimated time for fixing the problem.

If no fault is found, the System Administrator will be contacted to ascertain the nature of the fault to decide whether the fault can be attributed to an element of the software or its environment.

The Company is not responsible for problems caused by matters outside its control; this includes local network problems, misuse of software, inappropriate use of the software, lack of assistance from the Client and matters of force majeure.

The problem generating the support call shall be deemed resolved once the Client System Administrator and the Company has declared it so.

## Fees and payment

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These are fully described in a separate document "Pricing Document".

## Training

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Training the client for the use of tracker2 is **mandatory and a conditional prerequisite** of the agreement to use tracker2. Training is undertaken in one or more sessions as jointly agreed with the client. This will depend amongst other things on the size of the cohort being trained. Cello Software have designed a training program for those who want to make use of tracker2's full capabilities from day one. The program will address in a systematic and comprehensive fashion all aspects of usage from the time you log on to the program to the time you log off. The sessions are flexible enough for the users to get maximum benefit.

## Client's obligations

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The Client must ensure that there is a System Administrator in place, technically capable of dealing with the day to day issues of the Online Leave Management System (tracker2). Contacting the Company with a problem should be done by the System Administrator. The Client should provide accurate, detailed and prompt information and provide assistance to diagnose the problem and implement a solution. The following should be supplied:

- 1 User log-on details
- 2 Full description of the problem
- 3 Full description of error message
- 4 Screen shots when requested

The client is obliged to ultimately feedback at the end of a support ticket.

Maintenance windows are announced in advance and are undertaken outside normal working hours in order not to inconvenience the client.

## Data Security and GDPR

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Data security is fully described in the "Service Definition Document".

### GENERAL DATA PROTECTION REGULATION – GDPR

We are registered with the Information Commissioner's Office (ICO) for the purpose of handling your confidential data within the UK. Strict data handling procedures ensure our staff do not have visibility of passwords and access beyond their ability to support your system. We do not undertake any work involving your data without your permission and hold no responsibility for the maintenance and content of your live data. Our internal processes are regularly audited in line with current legislation and the Cello Software Service Level Agreement.

## Contact

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**Email:** [Info@cellosoftware.co.uk](mailto:Info@cellosoftware.co.uk)

**Tel:** 01513484035

**Web:** [www.cellosoftware.co.uk](http://www.cellosoftware.co.uk)

**X:** @cellotracker2